



Commonwealth of Kentucky

MASTER AGREEMENT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: Boone/Kenton Truck Rest Havens Custodial Contract		
Doc ID No: MA 605 0800002563 9	Proc Folder: 793017	
Procurement Type: Standard Services		
Effective Date: 2008-02-06	Expiration Date: 2013-02-28	Not To Exceed Amount
Administered By: Laura Stephens	Cited Authority: FAP111-35-00-S	
Telephone: 502-564-4630	Issued By: Laura Stephens	

Reason For Modification: Administrative Modification to update District 6 and vendor contacts.

VENDOR

ISS Facility Services

P.O. BOX 118
101 S MERCER ST
NEW CASTLE PA 16101
US

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Janitorial/Custodial Services	0	0.00	DAY	597.61000	0.00	0.00

Total Order Amount:

0.00

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 2 of 24
------------	--------------------------------	--	-------------------------

Section 1—Specifications or Scope of Work

1.00—Specifications of Commodity and/or Service Requirements

Custodial and Grounds Maintenance – Boone County I-71 South Bound Truck Rest Haven and Kenton County I-75 South Bound Truck Rest Haven:

This Master Agreement is for Custodial and Grounds Maintenance to be performed at the newly constructed Interstate Truck Rest Haven facilities on South Bound I-71 at Mile Point 76 in Boone County and on South Bound I-75 at Mile Point 168 in Kenton County in District Six (6) for the Kentucky Transportation Cabinet Department of Highways.

Terms and Conditions:

The Contractor will be responsible for the daily maintenance of the Interstate Truck Rest Haven facilities to provide adequate levels of Custodial and Grounds Maintenance and to ensure that these facilities are maintained in a safe, clean, sanitary, and an attractive manner as described in these Terms and Conditions.

The Contractor/Vendor (Successful Bidder) shall be responsible for supplying and maintaining soap dispensers and toilet paper dispensers. Installation shall be the responsibility of the Contractor/Vendor (Successful Bidder) with approval (model, style, method of installation) from the Kentucky Transportation Cabinet (KYTC).

The Custodial and Grounds Maintenance shall consist of, but not limited to, cleaning of the Truck Rest Haven and Vending Buildings, Painting of Designated Areas, Repairing Faucets, Clearing of Drains, the Pickup and Removal of Litter and Debris, the Cleaning and Weeding of Shrub Bed Areas, the Sweeping of Parking Areas and Sidewalks, the Removal of Snow and Ice from Sidewalks, the Removal of Leaves from designated areas and the Collection and Disposal of Trash. The Vendor shall perform any and all other custodial, janitorial and maintenance duties as assigned by the Department or its representative.

The location of these Rest Havens is in or near a large urban area.

All cleaning chemicals used in the Truck Rest Havens shall be in a “Ready To Use” form. Products with “Danger” Labels will NOT be allowed. Cleaning chemicals provided as concentrated will NOT be allowed. ALL cleaning chemicals shall be approved by KYTC – Division of Maintenance prior to use. ANY use of unapproved chemicals shall be cause for cancellation of this contract.

ALL training of the vendor/contractor employees shall be the responsibility of the vendor/contractor. This shall include, but not be limited to: safety training, blood borne pathogen training, proper cleaning methods, use of Personal Protective Equipment and other training as required. Documentation of training for each employee shall be submitted to the KYTC District Personnel and be kept on file at the Truck Rest Haven.

The frequencies of cleaning and maintaining the Truck Rest Haven facilities and grounds are for the normal usage of the Truck Rest Havens. The terms “as needed” or “as necessary” are for the unusual circumstances, such as heavy usage or peak demand. These circumstances may require frequencies of cleaning that are additional to the normal and should be viewed as “needed or necessary” in order to provide Truck Rest Haven facilities that are safe, attractive, clean and sanitary at all times.

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 3 of 24
------------	--------------------------------	--	-------------------------

The Contractor will furnish all equipment, tools and materials necessary to maintain the Truck Rest Haven facility in a proper manner. All equipment and materials will be approved by the KYTC Division of Maintenance prior to their use.

The successful bidder shall also furnish and maintain all sharps containers, blood borne pathogens kits and safety first aid kits. Employees of KYTC Safety and Health will perform routine inspections of the truck haven facilities to assure that these safety items are in compliance with the OSHA standards. Any non-compliance will be reported to the District Rest Area/Truck Haven Coordinator or his representative. Failure to meet minimum compliance standards shall result in an assessment of 10% of the daily contracted rate in liquidated damages per each occurrence.

The Contractor will replace in like kind all equipment, materials and fixtures damaged by the Contractor or his employees including shrubs, trees and flowers that may have been damaged through negligence of the Contractor or his employees.

The Contractor will not alter the interior décor of nor add any seasonal or other decoration to the Truck Rest Haven Buildings without prior approval from the Department. The Contractor will not place any permanent fixtures onto nor drill any holes in the walls of the Rest Area Building without prior approval of the KYTC.

The Contractor will be responsible for any and all liability in connection with the performance of this contract and will hold the KYTC, its officials and its agents harmless from any and all claims or suits arising from the maintenance activities described within this contract.

Custodial Maintenance – Rest Rooms and Vending Areas:

The restrooms will be open at all times with the exception of those time periods during the twenty-four-hour day when major cleaning will be performed. When restrooms are temporarily closed for cleaning, a sign will be placed at each entry point advising the public that the restrooms are being cleaned. The amount of time that is necessary to keep the restrooms closed to perform cleaning activities can be reduced by having both men and women attendants on duty.

Water (approximately one gallon) shall be poured in each floor drain, once per day during the first shift.

The Storage Areas located in the utility area of the Rest Room sections of the buildings are provided for the storage of supplies, materials and equipment to be used in the cleaning and maintenance of the Truck Rest Haven Facilities.

The Contractor will provide the proper maintenance of the entire Physical Plant within the Truck Haven Facilities including the minor repair of all mechanical and structural items unless otherwise noted. The Department will make repairs that are needed that are not deemed to be minor.

The Contractor will adhere to the following guidelines for specific maintenance activities for the Custodial Maintenance of the Truck Rest Haven Buildings.

A) Breezeway and Sidewalks Around the Buildings:

Sweep the breezeway and the sidewalks around the buildings one time during each shift and as needed.

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 4 of 24
------------	---------------------------------------	--	-------------------------

~~R~~emove chewing gum and other substances from the breezeway and the sidewalks around the buildings as they occur.

~~C~~lean the benches one time during each shift and as needed.

- 4) Polish the drinking fountains one time during each shift using a nonabrasive cleaner.

- 5) Empty and clean the ashtrays one time during each shift and as needed.

~~C~~lean the pay telephone(s) and the enclosure one time during each shift. The location is outside between the Truck Rest Haven facility and the Weigh Station Scale Office.

~~C~~lean the frames of entrance doors inside and out, one time during each shift, clean the threshold and remove the scuff marks from the bottom of the doors; sweep out the door grills, and wet wipe as needed.

~~C~~lean the plate glass windows and the frames, inside and out, one time during each day; spot clean for fingerprints as needed.

B) Restrooms:

~~C~~lean the lavatories, commodes and urinals a minimum of two times during each shift and as necessary; clean commodes and urinals with a bowl cleaner, taking care not to spill the bowl cleaner on the floor; disinfect and dry the commodes in a thorough manner, including both sides of the commode seat; clean the porcelain base of the commodes in a thorough manner down to the floor; clean the splash marks on the walls at the lavatories a minimum of two times per shift.

- 2) Clean the stall partitions one time during each shift, spot clean the stall partitions as needed and remove all graffiti as it occurs; clean the bottom area of the stall partitions near the floor in a thorough manner; clean splash marks that result from mopping from the stall partitions as soon as they occur; dust the tops of the stall partitions one time during each shift and as needed

- 3) Clean the mirrors two times during each shift and as needed.

~~P~~olish the hand dryers, plumbing fixtures and metal fittings one time during each shift and as needed; dust the hand dryers one time during each shift to keep air vents open.

~~M~~op the floors one time during each day and as needed with an acceptable cleaner; then **squeegee or mop the floors to a dry condition.**

~~W~~ash the walls from the ceiling to the floor one time during each week and as needed using a disinfectant cleaner; remove graffiti as it occurs; clean the ceilings and the painted surfaces one time during each week and as needed; remove the dust from the grills and the air vents in a thorough manner. Remove the grills if necessary.

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 5 of 24
------------	---------------------------------------	--	-------------------------------

~~D~~ust and wipe the heater vents one time during each eight hour shift. Remove all dust. Remove the grills if necessary.

~~E~~mpy all sanitary napkin receptacles and trash receptacles as needed, place the contents in plastic bags, tied in a secure manner and store in a designated area for disposal by the Department; apply an approved disinfectant to each sanitary napkin and trash receptacle after each cleaning.

~~R~~eport all malfunctions of the mechanical systems or the electrical systems to the District Rest Area/Truck Haven Coordinator in the Department of Highways District Office.

C) **Storage Areas:**

- 1) Maintain the storage areas in a manner that is clean, neat and orderly; lock and secure the storage areas at all times, with the exception of those times when it is occupied by personnel of either the Contractor or the **Department. The Department will provide one set of keys to the** authorized personnel of the Contractor. NO copies of these key(s) shall be made.
- 2) Store flammable liquids and gasoline powered lawn maintenance equipment in the outside storage buildings.
- 3) Do not allow television sets to be placed in the storage areas or on the premises of the Truck Rest Havens.
- 4) Do not allow personnel of the Contractor who are off duty to loiter in or around the storage area or within the boundaries of the Truck Rest Havens.
- 5) Do not allow pets or other animals in the storage areas.
- 6) Provide a private telephone line into each Truck Rest Haven building storage area (utility room) and pay for all telephone charges on a monthly basis. A kiosk may be installed in the vending area of the building. In order to monitor the kiosk, the phone line into the building shall be accessed and a long distance charge may occur. These charges will be nominal and shall be the responsibility of the vendor/contractor.
- 7) Be responsible for any damage or loss from any cause to the tools, equipment or materials that are the property of the Contractor, or for the damage or loss of the personal property of the employees of the Contractor.
- 8) The storage area should be secure at all times (locked). This is not a public area. Only Contractor/Vendor employees should be allowed in the area. State employees are allowed at anytime. Lost and found items should be

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 6 of 24
------------	---------------------------------------	--	-------------------------------

stored in this area. It is the responsibility of the Contractor/Vendor to keep Lost and Found items until they are given to the Truck Rest Haven Manager or his representative.

D) Vending Areas:

- 1) Clean the benches and tables thoroughly one time during each shift and as needed.
- 2) Mop the floors one time during each day and as needed with an acceptable cleaner, **then squeegee or mop the floors to a dry condition.**
- 3) Wash the walls from the ceiling to the floor one time during each week and as needed using a disinfectant cleaner; remove the graffiti as it occurs; clean the ceilings and the painted surfaces one time during each week and as needed; remove the dust from the grills and the air vents in thorough manner.
- 4) Dust and wipe the heater vents and grills in a manner that removes all dust and dirt, one time during each eight hour shift. Remove the grills if necessary.
- 5) Empty all trash receptacles when 75% full (or before) and as needed, place the contents in plastic bags, tied in a secure manner and store in a designated area for disposal by the Department; apply an approved disinfectant to each trash receptacle after cleaning.
- 6) Report all malfunctions of the mechanical systems or the electrical systems to the District Rest Area Coordinator in the Department of Highways District Office.

E) Mechanical and Structural Repairs:

- 1) Make all minor repairs that can be performed with minimum skill levels and supply the parts necessary to make the repairs, including but not limited to: replacing and tightening commode seats, supplying and replacing light bulbs, with the exception of parking area lighting, fixing leaking faucets, making minor adjustments to doors, supplying and tightening/repairing toilet paper dispensers and supplying and repairing soap dispensers. In an effort to be understood by all parties, this means Commode seats, light bulbs and other items of the same type and style are to be supplied by the Vendor/Contractor.
- 2) Replace or repair all items that have failed as soon as possible and as a maximum, within twenty-four (24) hours of the failure; replace failed items with the same brand or an equal brand to that of the original item. Failure to meet these requirements will result in a reduction of compensation as described in the section on inspection.
- 3) Repair any equipment that has been damaged because of lightning or other acts of nature that could not have been prepared for or prevented.

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 7 of 24
------------	---------------------------------------	--	-------------------------

Obtain written approval from the District Rest Area Coordinator before making any repairs that exceed \$25.00 in cost. Request the written approval to make the repairs as soon as the damage is noted and make the necessary repairs within three (3) days after receiving the written approval. The Department will reimburse the Contractor for the repair of any damaged equipment with the reimbursement cost based on the actual invoice cost of the replacement parts plus the cost for the contract labor. The Department is the final authority in regard to settling any dispute that may arise concerning areas of responsibility. The Department also reserves the right to make repairs to damaged equipment at its discretion.

- 4) Wash. or supply and replace all air conditioner filters, a minimum of one time during each week and as necessary. Use disposable filters if desired.
- 5) Notify the District Rest Area/Truck Haven Coordinator as soon as possible if a condition arises that requires the closing of the Truck Rest Havens to the traveling public, regardless of the time of day or night or day of the week. Also, notify the District Rest Area Coordinator as soon as possible if repairs or replacement parts are needed.

Other Maintenance of Grounds and Parking Areas:

Other maintenance of grounds and parking areas will consist of, but not be limited to, the pickup and removal of litter and debris from the grounds, parking areas and shrub bed areas, emptying trash containers; cleaning sidewalks; weeding shrub bed areas; removing vegetation from sidewalk cracks/seams; raking leaves; removing snow and ice from sidewalks and entrance ways. The Contractor will furnish all equipment, materials, tools and accessories necessary to perform this item.

The Contractor will adhere to the following guidelines for Other Maintenance of Grounds and Parking Areas:

- A) Remove litter, trash, paper and debris from the lawn areas, sidewalks, shrub beds, parking areas, driveways and any other areas within the designated limits of the Truck Rest Haven facilities on a daily basis and as needed.
- B) Empty trash receptacles on a daily basis when the plastic liner is three-fourths (3/4) full and as needed. Place the full plastic liner bags in a designated area for removal by the KYTC.
- C) Treat spills of vehicular fluids (i.e., oil, diesel fuel or antifreeze with an absorbent material approved by the KYTC. Sweep up the material when the absorbent material has dried and place the sweepings in a trash receptacle.
- D) Cordon off areas where a spill(s) of an unknown material has occurred with cones, ribbon or other deterrent to keep pedestrians and vehicular traffic

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 8 of 24
------------	--------------------------------	--	-------------------------

away from the spill area. Follow instructions provided by the KYTC, include the phone numbers of the proper authorities to be contacted for the cleanup of spills and for the proper procedures to follow in the event a spill occurs.

DO NOT, under any circumstances, make any attempt to clean up any circumstances, make any attempt to clean up any spill(s) of an unknown origin.

- E) Keep the sidewalks free of snow and ice. Utilize deicing materials provided by KYTC. **Failure to meet minimum compliance standards shall result in an assessment of 10% of the daily contracted rate in liquidated damages per each occurrence.**
- F) Clean sidewalks, curb lines and parking areas on a daily basis and as needed. Perform this work with the use of vacuum type sweepers in areas that are accessible to the equipment, if desired.
- G) Rake leaves as needed from designated turf areas, parking areas, curb lines, flower beds, planters and other areas as designated, place them into plastic bags and place the plastic bags in a designated area for removal by the KYTC.
- H) Weed flower beds and planters on a biweekly basis or as needed. Remove vegetation from the cracks/seams in sidewalks and other pavement areas.
- I) Fly flags provided by the KYTC in a correct and accepted manner.

Other Terms and Conditions:

A) Locations: The Truck Rest Haven facilities are located on Southbound I-71 in Boone County at mile-point 76 and Southbound I-75 in Kenton County at mile point 168.

Truck Rest Haven Building: The Boone County Truck Rest Haven building has an outside dimension of: fifty-six (56) feet and eight (8) inches by thirty (30) feet and is described as follows:

- 1) Breezeway Area and Sidewalks: The breezeway of the Truck Rest Haven building has a dimension of thirty (30) feet by twelve (12) feet, and is comprised of a epoxy painted concrete floor that has brick walls, a wooden ceiling with eight (8) lights that have two (2) forty-eight (48) inch fluorescent bulbs each. There are also three (3) concrete benches, a dual height water cooler and semi-recessed fire extinguisher cabinet and fire extinguisher, five (5) electrical outlets and concrete sidewalks on three sides of the building.
- 2) Restroom Area for Men: The restroom areas for men are comprised of an epoxy painted floor, walls of painted block and a ceiling of painted drywall. The door entering the restroom area for men is a painted three feet by seven feet hollow steel door. The restroom areas for men each contain two (2) commodes separated with wall partitions of block with two (2) urinals; two (2) lavatories; three (3) wall mounted mirrors;

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 9 of 24
------------	--------------------------------	--	-------------------------

one (1) wall mounted hand dryer; one (1) (or more) trash receptacle(s) and one floor drain.

- 3) Restroom Area for Women: The restroom areas for women are comprised of an epoxy painted floor; walls of painted block and a ceiling of painted drywall. The door entering the restroom for women is a painted three feet by seven feet hollow steel door. The restroom areas for women each contain two (2) commodes surrounded by painted/glazed block partitions with two (2) sanitary napkin disposal receptacle mounted to the partition wall painted solid core steel door; one (1) lavatory; two (2) wall mounted mirror; one wall mounted hand dryer, one (1) (or more) trash receptacle(s) and one floor drain.
- 4) Storage Area (Utility Room): The Storage Area (Utility Room) consists of a sealed concrete floor; painted block walls; a painted drywall ceiling, two (2) painted steel entrance/exit doors; one (1) hot water heater; one (1) mop sink and one (1) eye wash station.
- 5) Vending Area: The Vending Area consists of block walls; a painted concrete floor with four inch in diameter floor drains, a painted drywall board ceiling; two (2) – six (6) feet by five (5) four (4) inch glass windows and one (1) – three (3) feet by seven (7) feet glazed paneled door.

Truck Rest Haven Buildings: The Kenton County Truck Rest Haven building has an outside dimension of: fifty-six (56) feet and eight (8) inches by thirty (30) feet and is described as follows:

- 1) Breezeway Area and Sidewalks: The breezeway of the Truck Rest Haven building has a dimension of thirty (30) feet by twelve (12) feet, and is comprised of a epoxy painted concrete floor that has brick walls, a wooden ceiling with eight (8) lights that have two (2) forty-eight (48) inch fluorescent bulbs each. There are also three (3) concrete benches, a dual height water cooler and semi-recessed fire extinguisher cabinet and fire extinguisher, five (5) electrical outlets and concrete sidewalks on three sides of the building.
- 2) Restroom Area for Men: The restroom areas for men are comprised of an epoxy painted floor, walls of painted block and a ceiling of painted drywall. The door entering the restroom area for men is a painted three feet by seven feet hollow steel door. The restroom areas for men each contain two (2) commodes separated with wall partitions of block with two (2) urinals; two (2) lavatories; three (3) wall mounted mirrors; one (1) wall mounted hand dryer; one (1) (or more) trash receptacle(s) and one floor drain.
- 3) Restroom Area for Women: The restroom areas for women are comprised of an epoxy painted floor; walls of painted block and a ceiling of painted drywall. The door entering the restroom for women is a painted

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 10 of 24
------------	--------------------------------	--	-------------------------

three feet by seven feet hollow steel door. The restroom areas for women each contain two (2) commodes surrounded by painted/glazed block partitions with two (2) sanitary napkin disposal receptacle mounted to the partition wall painted solid core steel door; one (1) lavatory; two (2) wall mounted mirror; one wall mounted hand dryer, one (1) (or more) trash receptacle(s) and one floor drain.

4) Storage Area (Utility Room): The Storage Area (Utility Room) consists of a sealed concrete floor; painted block walls; a painted drywall ceiling, two (2) painted steel entrance/exit doors; one (1) hot water heater; one (1) mop sink and one (1) eye wash station.

5) Vending Area: The Vending Area consists of block walls; a painted concrete floor with four inch in diameter floor drains, a painted drywall board ceiling; two (2) – six (6) feet by five (5) four (4) inch glass windows and one (1) – three (3) feet by seven (7) feet glazed paneled door.

C) Grounds and Parking Area: The grounds and parking areas consists of at least four (4) waste containers and forty-eight (48) truck parking spaces.

D) Definitions:

Clean – free from visible dirt, contamination or impurities, unsoiled and unstained.

District Rest Area Coordinator/Truck Haven Coordinator – A district employee of the Kentucky Department of Highways designated to manage the contract on a daily basis by the Chief District Engineer.

Fixtures – Commodes, sinks, urinals, hand dryers, soap dispensers, water fountains and any other appurtenances located within the Truck Rest Haven facilities.

Grounds – Designated areas, exclusive of parking areas, driveways and ramps, surrounding the Truck Rest Haven buildings containing lawn type areas, shrub beds, sidewalks, picnic sites and tables.

Minor Electrical – Basic replacement of light bulbs, fixture covers, switch plates and receptacle covers. This is not a complete list of examples.

Minor Plumbing – Basic unclogging of drains or pipes, repair or replacement of washers in leaky faucets and repair or replacement of soap dispensers. This is not a complete list of examples.

Neat – Clean and in good order, trim, tidy, properly fit.

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 11 of 24
------------	---------------------------------------	--	--------------------------------

Parking Areas – Designated areas within the facility with a bituminous or concrete surface delineated for the parking of autos, trucks or other highway vehicle, including driveways and entrance and exit ramps.

Project Supervisor – A local supervisory employee, provided by the Contractor, to be available for call twenty-four (24) hours a day. This person shall not be a Shift Supervisor. A Project Supervisor shall be in addition to a Shift Supervisor.

Repair – To put back in good condition after decay or damage, to restore an existing item to a previous working condition.

Replace – To take the place of; to provide a substitute or an equivalent for an item gone, destroyed, damaged or worn out.

Truck Rest Haven Attendant – An employee of the Contractor hired to maintain the Truck Rest Haven.

Truck Rest Haven Building – The structure containing rest rooms for men and women, a breezeway, a vending area and a storage area.

Truck Rest Haven/Rest Area Manager – A District employee of the Kentucky Department of Highways designated by the Chief District Engineer to perform random inspections of the Contractor on a daily basis.

Truck Rest Haven Shift Supervisor – An employee of the Contractor who supervises and works (cleans, maintains) and is present and on duty during each shift at a Truck Rest Haven location(s).

Safe – free from damage or risk of injury.

Sanitary – Promoting healthful conditions by the elimination of dirt and agents of disease or infection through ventilation, cleansing and disposal of waste.

Vending Area – The area provided for the dispensing of consumable goods to traveling motorists.

E) Personnel Requirements:

All Vendor employees shall pass a criminal background check before being allowed to start work at either the Boone I-71 South Bound Truck Rest Haven or the Kenton I-75 South Bound Truck Rest Haven.

Background Checks: All employees shall be at least 18 years of age. All employees of contractor shall have a criminal records check prior to beginning work on this contract. In accordance with KRS 216.793, KRS 17-151, any future negotiated terms of the Commonwealth, and as required by

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 12 of 24
------------	---------------------------------------	--	--------------------------------

Licensing and Regulation, contractor shall obtain the criminal records check from the Information Center, Kentucky State Police and/or the Administrative Office of the Courts. All contractor employees (including replacement or temporary) shall have a current criminal records check. For purposes of this contract current shall mean less than thirty (30) days. If a contract employee has resided in a state other than Kentucky within the past seven (7) years, a criminal records check shall be required from that state. This information shall be provided to Kentucky Transportation Cabinet, Division of Maintenance, Roadside Environment Branch, 200 Mero Street, Frankfort, Kentucky 40601, and shall be on file prior to work assignment. A consent/release form is attached to this document and shall be filled out and signed.

All employee criminal background checks shall be reviewed on a case by case basis. It is expressly understood and agreed however, that an employee with any history of sexual misconduct, assault or theft shall be disqualified and removed from providing any service under this agreement. Failure to comply with the above provisions shall result in contract termination.

F) Staffing

The Contractor shall provide a minimum of one (1) attendant (male or female) for the Boone County Truck Rest Haven and one (1) attendant (male or female) for the Kenton County Truck Rest Haven for the first shift to be present and on duty at each Truck Rest Haven location.

The Contractor shall provide one (1) male attendant for the Boone County Truck Rest Haven and one (1) male attendant for the Kenton County Truck Rest Haven for the second and third shifts to be present and on duty at each Truck Rest Haven location. One of the attendants on each shift will be designated as the Truck Rest Havens Shift Supervisor.

The minimum staffing equates to a total of six people plus the Project Supervisor. One attendant per shift per site.

This staffing is necessary to maintain the buildings in a safe, sanitary, clean and an attractive manner at all times seven (7) days a week, twenty-four (24) hours a day. The need for additional personnel will be determined by the Contractor, but must be adequate to fulfill the daily obligations of the scheduled Truck Rest Haven maintenance required. The Department, during holidays or other peak demand times, may require higher staffing levels (without additional compensation).

Staffing requirements, including any additional staff requested by the Department, shall be met with employees who are awake and working. A sleeping employee shall be considered non-productive and unavailable for work and therefore may lead to the assessment of a penalty as outlined below.

In the event that the Contractor does not meet the minimum staffing requirements at **all times, the Department shall assess liquidated damages in the amount of 10% of the daily contracted rate for each occurrence per shift, per day. Each assessment of damages will be deducted from the compensation due the Contractor. This penalty is intended to ensure that personnel are on duty at all times.**

Employees of the Contractor are to assist motorists with information only in a manner so as to reflect favorably on the Commonwealth of Kentucky and on the Contractor providing the service. The employees are to be courteous to the public at all times.

The District Truck Rest Haven/Rest Area Coordinator will provide telephone numbers of gas stations, auto

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 13 of 24
------------	--------------------------------	--	--------------------------------

repair shops, AAA clubs and other entities that provide for public services, which are local to the Truck Rest Haven facility, as well as emergency telephone numbers (police, hospitals, 911) that are to be posted on the bulletin board. The shift supervisor will make this information available to motorists needing assistance.

The Contractor will provide a local Project Supervisory employee or an alternate Project Supervisory employee who will be available for call to the site(s) on a twenty-four (24) hour per day basis. The Project Supervisor or alternate Project Supervisor shall conduct weekly on-site inspections of the Truck Rest Havens.

Such inspections will be documented using a Weekly Inspection form provided by the District Truck Rest Haven Coordinator. A copy of all Weekly Inspection forms is to be attached to the Contractor's monthly invoice to the Department.

The Contractor's representative and his supervisor will tour the Truck Rest Haven Facilities with the Rest Area Team Manager or his representative, the District Truck Rest Haven/ Rest Area Coordinator or his representative and the Rest Area Manager whenever requested by KYTC or their representatives.

The Contractor will ensure that all shift supervisors in his employ are competent, careful and reliable. All such employees must have sufficient skill and experience to properly perform the work assigned them and to operate the equipment involved and will make due and proper effort to execute the work in the manner prescribed in the specifications or the District Truck Rest Haven/ Rest Area Coordinator may take action as prescribed below.

When an employee of the Contractor conducts himself (or herself) in an incompetent, intemperate, disorderly, an insubordinate manner or disregards policies/rules (such as no smoking in the building) on the Truck Rest Haven premises, the District Truck Rest Haven/ Rest Area Coordinator may demand that the Contractor remove the employee from the work site (Truck Haven) and the employee shall leave the premises immediately. AN EMPLOYEE SHALL BE REMOVED IMMEDIATELY FROM THE TRUCK HAVEN PREMISES FOR ANY CONDUCT THAT IS DEEMED ILLEGAL OR ENDANGERING OTHERS. THAT EMPLOYEE SHALL NOT BE ALLOWED TO RETURN TO THE TRUCK HAVEN PROPERTY UNTIL AFTER A MEETING/COMMUNICATION BETWEEN THE CONTRACTOR/VENDOR'S REPRESENTATIVES AND THE KYTC REPRESENTATIVES.

The Contractor will protect, defend, indemnify and hold the Department of Highways, its agents, officials and employees harmless from any and all claims, actions or suits arising from such removal, discharge or suspension or employees.

The rest area buildings are "Smoke-free" facilities. As such, the successful bidder shall require employees to adhere to this policy at all times when inside the rest area building.

G) Uniforms of Contractor's Personnel:

Uniforms of Successful Bidder's Personnel

The successful bidder shall provide uniforms, at no cost, to all employees on duty at each Rest Area to identify them as **Truck Rest Haven staff**. Uniforms for all employees shall match in color and style. The number of uniforms supplied to the employee shall match the number of days they work in a week. Example: if an employee works six days in a week, six uniforms shall be supplied. Uniforms shall be approved by the Department and shall comply with the following general specifications:

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 14 of 24
------------	---------------------------------------	--	--------------------------------

Shirt/Blouse: Light blue, Dacron polyester/combed cotton, long or short sleeves

Trousers/Skirt: Dark blue, Dacron polyester/combed cotton

Jumpsuit: Dark blue, Dacron polyester/combed cotton (Optional Use)

Jacket: Dark blue, Dacron polyester/combed cotton

Cap: Dark blue, woven polyester, baseball type (optional use)

Belt: Black or brown

Shoes: Black, brown or white.

The successful bidder shall provide uniforms for all employees within thirty (30)-days of the effective date of the Master Agreement contract. The successful bidder shall also provide uniforms for all new employees who are hired after the initial thirty-day period within five (5) days of being hired. The successful bidder shall provide the same number of uniforms for the number of days in a week an employee is expected or scheduled to work. Example: if an employee works six days in a week, he shall be supplied six complete uniforms.

Vendor shall provide jumpsuits for any new employees until their official uniforms are received within the five (5) day period indicated in the preceding paragraph. In addition, jumpsuits shall also be provided by the Contractor for all temporary labor. All jumpsuits shall meet specifications as listed above. At no time following the initial thirty (30) days following the effective date of the Master Agreement shall any employee not be dressed in an approved official uniform or jumpsuit.

The successful bidder's employees shall be required to be in full uniform at all times while on duty. Employees shall report to work each day in clean and neat uniforms. Uniforms shall be kept as clean and neat as possible under the working conditions. Uniforms for all employees shall be identical and shall match in color and style. Employees shall keep shirts and blouses buttoned. Employees shall display a patch or badge over the left shirt, blouse, or jacket pocket to identify an employee as a "Rest Area Employee" at all times while on duty. **Failure of an employee of the successful bidder to comply with the wearing of uniforms while on duty shall result in an immediate assessment of 5% of the daily contracted rate in liquidated damages per incident.** The patch or badge shall be considered part of the uniform.

Three or more incidences of the assessment of a penalty for failure of an employee to comply with these uniform requirements will result in the issuance of a Performance Evaluation Document by the Division of Purchases.

Contract Hours:

The successful bidder shall provide a Truck Rest Haven (TRH) Shift Supervisor to be present and on duty at all times each day of the contract year. Work shifts shall be scheduled as follows at this facility:

Shift 1 - 7:00 A.M. - 3:00 P.M.

Shift 2 - 3:00 P.M. - 11:00 P.M.

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 15 of 24
------------	--------------------------------	--	--------------------------------

Shift 3 - 11:00 P.M. - 7:00 A.M.

The successful bidder shall provide a sheet in the rear storage area, which shall be designated for sign-in and sign-out of each employee for each shift. Employees of the successful bidder shall sign in before they begin working their shift and sign out when it ends. Any employee of the successful bidder who has not signed in shall not be considered working and penalties shall apply. The successful bidder shall also provide a shift schedule for each employee that is available for review at any time by the Department. Copies of the daily sign-in sign-out sheet and the weekly schedule shall be given to the KYTC District representative.

Other shift schedules may be proposed to the Division of Maintenance, however any change from the shifts identified above must be approved in writing prior to implementation. Failure to receive prior approval for any shift change shall result in the assessment of a two-hundred (\$200) penalty for each day the change was in effect. Any shift change given written approval will be regularly reviewed to insure performance requirements are being met. If services provided are deemed unacceptable (by KYTC) a return to the original staffing schedule will be required.

The Contractor/Vendor may be allowed upon submission (and approval) of a request in writing to the Division of Maintenance, to adjust the shift schedule for the weekends to allow for twelve (12) hour shifts as long as the work is being performed as required. In the event that the work is not performed satisfactorily (as determined by KYTC), the shift schedule shall return to the eight hour schedule.

Inspections

The District or Department may inspect the performance of the work by the successful bidder during each twenty-four (24) hour period each day of the week or as deemed necessary by the Department. A copy of the inspection report will be provided to the successful bidder's Shift Supervisor on duty at the time of the inspection. The Division will also conduct impromptu inspections at random times. **Inspections are subject to penalties per the current Rest Area Inspection Form.**

In the event of unsatisfactory work on a given day or days, **the Department may assess liquidated damages in accordance with the current Rest Area Inspection Form** depending upon the extent of the unsatisfactory performance, as determined by the Chief District Engineer or their representative.

The successful bidder will be notified immediately of any unsatisfactory performances documented with assessed liquidated damages. An inspection score resulting in a 15% or greater penalty shall result in the vendor receiving a vendor complaint and/or show cause letter. Three (3) or more incidences of the assessment of **liquidated damages** for unsatisfactory work will result in the issuance of a Performance Evaluation Document **and a vendor complaint letter** by the Division of Purchases.

The Department also reserves the right, in the event of an unforeseen emergency, to have the successful bidder perform additional work to restore the rest area to an acceptable standard of cleanliness and safety.

General Information

The successful bidder shall be issued keys to the facility necessary to perform cleaning tasks and shall agree to pay a fee to the Transportation Cabinet to cover all expenses associated with re-keying the facility if the successful bidder or his representatives lose the keys or they are not accounted for. The successful bidder agrees to abide by and to require their employees to adhere to the Cabinet's "Key Control System" and conditions as outlined below:

The successful bidder or his representatives shall not make or knowingly permit to be made, nor

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 16 of 24
------------	--------------------------------	--	-------------------------

otherwise obtain, procure or provide any unauthorized copy or facsimiles of said key(s).

The loss of any key(s) referred to under this section shall immediately be verbally reported to the proper authority (KYTC District Six) of the facility/office and followed up by a detailed written report of the circumstances resulting in the loss.

The successful bidder or his representatives shall not permit any person the use of key(s) in their possession under any circumstance other than a bona fide emergency without the prior approval of the proper authority of the office.

The successful bidder shall agree to pay a fee of one hundred dollars (\$100.00) for each key issued to the successful bidder which cannot be returned or accounted for upon demand or upon termination of the contract. Keys duplicated by commercial locksmiths or by other means are not acceptable and such keys shall be considered as lost.

The successful bidder shall further agree that if loss of keys jeopardizes the security of the entire facility/office or a sensitive part of the facility/office, the successful bidder shall pay for the total cost of re-keying or re-coring for the entire facility/office or the particular area affected.

General Requirements

The successful bidder shall be completely responsible for satisfactorily managing and performing custodial and other grounds maintenance services necessary to assure a clean orderly condition of the service locations.

The services performed under this contract shall be subject to inspection and approval by a representative of the Kentucky Transportation Cabinet, Department of Highways, District 6. A sample inspection form will be provided to the successful bidder during the initial walk through.

The successful bidder shall provide a representative who shall be available in person or that may be reached at a local telephone number during the operational hours of the Department of Highways, District 6 (7:30 a.m. to 4:30 p.m. Monday through Friday), except legal holidays for the purpose of service evaluation, complaints, scheduling of project work, and other activities as necessary. Failure to comply with this requirement will result in a request for the termination of the contract.

Department's (Customer) Responsibilities: (DOH D-6)

Customer will provide storage space for the successful bidder's equipment and supplies. The successful bidder shall supply their own lock (if required) to secure the storage space.

Customer will not provide telephone service. The successful bidder shall arrange for a private outside business line at his or her own expense. Use of existing phones by contract personnel shall be strictly prohibited. Customer reserves the right to require the removal of any contract employee who disregards this prohibition.

Customer shall provide and maintain all fire extinguishers, and provide such light, water and electricity as are necessary to perform the services. Successful bidder will use these facilities sparingly.

Agency Representatives:

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 17 of 24
------------	--------------------------------	--	-------------------------

Primary Contact

David Wayne

District Rest Area Coordinator

Department of Highways – District 6

421 Buttermilk Pike

P.O. Box 17130

Covington, KY 41017-0130

Office Phone: 859-341-2700

859-824-4581

Cell Phone: 859-445-9281

E-mail: David.Wayne@ky.gov

Secondary Contact

Paul Knarr

Rest Area Manager

Dept. of Highways- Dist 6

421 Buttermilk Pike

P.O. Box 17130

Covington, KY 41017-0130

Office: 859-824-4581

E-mail: Paul.Knarr@ky.gov

Contractor's (Successful bidder) Responsibility:

Successful bidder shall be held responsible for satisfactory work in accordance with the specifications and terms of the contract.

The successful bidder shall provide all cleaning supplies, chemicals, materials and equipment, paper, plastic products, bathroom supplies, light bulbs and all other appropriate items required for providing acceptable service under this contract agreement and in accordance with the cleaning schedule attached hereto and made part hereof. The toilet paper supplied shall be of the two ply type. Floor finish shall be non-staining, shall provide a high degree of slip protection and shall meet specifications of the Underwriters Laboratory. Disinfectant detergent cleaners shall be used for all normal cleaning purposes. Other cleaners shall not be harmful to the surfaces to which they are applied. Dust mop treatment materials that leave an oily residue shall not be used. Disposable towels shall be used to clean/sanitize toilets and other fixtures. They shall be used one time and disposed of properly (in such a manner that people will not be exposed to them).

Upon contract award, the successful bidder shall submit a list of all materials to be used in providing the cleaning service. Prior to the commencement of services under the contract, the successful bidder shall furnish the D-6 building manager or his/her authorized designee and KYTC Division of Maintenance with material safety data sheets (MSDS) for all chemicals that shall be used at each site. The Customer (KYTC Division of Maintenance) shall approve or disapprove any product prior to its use. Use of unapproved chemicals shall result in the cancellation of the contract.

Successful bidder shall post in the service area:

~~Rules~~ Rules and regulations governing the successful bidder's employees while in the building;

~~A~~ copy of the cleaning schedule herein provided;

~~Material~~ Material safety data sheets for all chemicals used at each building. A copy of the material safety data sheets for all chemicals shall be submitted to the building manager for the service location prior to the chemical's use. The Customer has the right to approve or disapprove the use of any

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 18 of 24
-------------------	---------------------------------------	--	--------------------------------

chemicals. Failure to provide these MSD sheets to the building manager or to post them in the service closets shall result in the cancellation of the contract.

Successful bidder shall be responsible for any breakage, damage or loss through carelessness.

Contractor Representatives

Each bidder shall indicate in the space provided the names of the persons (including phone number and address) responsible for the coordination of all performance issues under the contract.

	Primary Contact	Secondary Contact
Name:	Dan Zuber	Casey Marino
Title:	Area Manager	Director of Operations
Agency:	ISS Facility Services	ISS Facility Services
Office Phone:		724-658-5671
Cell Phone:	859-312-4469	724-971-6675
Address:	400 Ann Street	101 S Mercer Street
City, State, Zip:	Frankfort, KY 40602	Newcastle, PA
E-mail:	Dan.zuber@us.issworld.com	Casey.marino@us.issworld.com

Sub-contractor(s)

Any and all agents and/or sub-contractors the bidder intends to use in conjunction with this agreement shall be identified in advance with this submittal. Additional sub-contractor information may be requested and any and all agents and/or sub-contractors shall be approved by the Department prior to contract award.

NONE

Insurance

~~The~~ successful bidder shall keep in effect at all times Contractor's General Liability Insurance with limits of liability of \$1,000,000.00 per occurrence.

~~The~~ successful bidder shall furnish a Certificate of Insurance to the Kentucky Transportation Cabinet, Division of Purchases, Station E4-15-02, Frankfort, KY 40601 (administering agency) prior to the awarding of a Master Agreement.

- C. The contract number for which the insurance is issued shall be stated clearly on each certificate. Failure to furnish said certificates or to indicate the contract number shall be grounds for cancellation of the contract. The Contractor shall provide an up-to-date copy of the certificate each year upon renewal.

~~The~~ shall be the successful bidder's responsibility to maintain this coverage at all times. Failure to do so shall result in cancellation of the contract.

~~The~~ successful bidder shall require the Insurer to provide a Certificate of Insurance that shall indicate the Transportation Cabinet and its agents as a named insured for the contract resulting from this solicitation.

~~The~~ insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 19 of 24
------------	--------------------------------	--	-------------------------

by either party, reduced in coverage limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the agency.

The insurance coverage shall be in compliance with the laws of the Commonwealth of Kentucky and shall be placed with a licensed resident or non-resident agent who represents insurance companies authorized to do business in Kentucky.

Workers' Compensation and Unemployment Insurance

KRS 45A.480 requires the Contractor providing maintenance to State facilities to comply with the Commonwealth's requirements pertaining to Workers' Compensation Insurance and Unemployment Insurance. This statute requires the Contractor to provide the Commonwealth with an affidavit stating that all contractors and subcontractors employed, or to be employed in connection with this contract shall be in compliance with Kentucky requirements for Workers' Compensation Insurance (KRS Chapter 342) and Unemployment Insurance (KRS Chapter 341).

Section 2—Terms and Conditions of the Master Agreement

2.00—Scope of the Contract

The KYTC Division of Purchases issues this Master Agreement for Custodial and Other Grounds Maintenance at the newly constructed Truck Rest Havens on Interstate 71 in Boone County and Interstate 75 in Kenton County.

2.01—Contract Components and Order of Precedence

The Commonwealth's acceptance of the offer indicated by the issuance of an Award by the KYTC Division of Purchases shall create a valid Master Agreement consisting of the following:

1. The written Master Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. Any provisions of the Solicitation and all attachments thereto;
4. The Bidder's response to the Solicitation, and
5. The Kentucky Revised Statutes KRS 45A.

2.02—Initial Contract Period

The Master Agreement will be for the initial period of one (1) year from date of award.

2.03—Optional Renewal Period

This Master Agreement may be extended at the completion of the initial contract period for four (4) additional one-year periods. This extension must have the written approval of the vendor and the KYTC Division of Purchases. The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 20 of 24
------------	--------------------------------	--	-------------------------

advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

2.04—Divisions/Agencies to Be Served

This contract shall be for use by the following Divisions/Agencies of the Kentucky Transportation Cabinet:

KYTC DIVISION OF MAINTENANCE AND DISTRICT 6

No shipments or services are authorized until an official Delivery Order has been fully processed by an authorized agency.

2.05—Quantity Basis of Contract

This Master Agreement has no guarantee of any specific quantity, and the State is obligated only to buy that quantity which is needed by its agencies.

2.06—Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to acquire large requirements through other competitive processes.

2.07—Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the Master Agreement shall be firm for the contract period subject to the following:

A. Price Increases: A price increase will not be allowed during the first six (6) months of the contract. Only one price increase will be allowed during the contract period. The price increase must be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The KYTC Division of Purchases may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the KYTC Division of Purchases. Notice of withdrawal must be provided a minimum of forty-five (45) days prior to the effective date.

B. Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the KYTC Division of Purchases with notice of any price decreases as soon as such decreases are available.

C. Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required "A. Price Increases". One (1) additional price increase may be granted during the extended contract period. This price increase will not be allowed during the first six (6) months of the extended contract period and

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 21 of 24
------------	--------------------------------	--	--------------------------------

will be subject to the conditions in "A" above.

2.08—Addition or Deletion of Items or Services

The KYTC Division of Purchases reserves the right to add new and similar items, with the consent of the vendor, to the contract. If an addition is agreeable to both parties, the KYTC Division of Purchases will issue a Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

2.09—Changes and Modifications to the Contract

No modification or change of any provision in the Master Agreement shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Vendor and the KYTC Division of Purchases, and incorporated as a modification to the contract prior to the effective date of such modification or change pursuant to KRS 45A.210.

If the vendor believes modifications are necessary, he/she may request approval of the KYTC Division of Purchases. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

2.10—Equipment

All equipment must be new and current model(s). The Commonwealth recognizes the rapid advancement of technology. If the vendor can provide new equipment of advanced technology after the award of the contract, the Commonwealth and the bidder may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the award contract.

2.11—Basis of Shipment

All shipments shall be F.O.B. Destination to the receiving agency. The vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency. The responsibility for filing freight claims lies with the vendor.

2.12—Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Master Agreement shall be in writing.

After the Award, all programmatic communications are to be made to the Agency Contact Person listed below with a copy to the Division of Purchases.

Steve Smith
Division of Maintenance
Kentucky Transportation Cabinet
Phone: 502 564-4556

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 22 of 24
-------------------	---------------------------------------	--	--------------------------------

E-mail: steven.smith@ky.gov

With copy to:

Ben McCray
Division of Purchases
Kentucky Transportation Cabinet
Phone: 502 564-4630
E-mail: ben.mccray@ky.gov

After the Award, all communications of a contractual or legal nature are to be made to the KYTC Division of Purchases.

2.13—Deliveries

Delivery, if applicable, at the earliest possible date is desired.

2.14—Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the vendor's expense.

2.15—Service Performance

All services performed under contract shall be in accordance with the terms and conditions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Major deviations of services performed will not be made without the written approval of the KYTC Division of Purchases. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. If such problems and/or disagreements cannot be resolved they should be referred to the KYTC Division of Purchases for settlement.

2.16—Invoices

Invoices, if required, shall be prepared and transmitted to the agency receiving the goods or services. Invoices shall contain, at a minimum, the following information: Contract number, item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals.

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 23 of 24
------------	--------------------------------	--	-------------------------

2.17—Payments

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

2.18—Post Contract Agreements

The Master Agreement shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract. The Commonwealth shall not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of the contract. Any such documents so obtained will be non-binding on the State and be cause for breach of contract.

2.19—Subcontracts

Unless otherwise specified, the vendor shall not contract with any other party for furnishing any of the commodities or services contracted herein. If the KYTC Division of Purchases is provided evidence of the vendor making such an arrangement, the contract shall be immediately cancelled. This provision will not be taken as requiring the approval of contracts of employment between the vendor and their personnel.

2.20—Assignment

The vendor shall not assign this Master Agreement in whole or in part to another vendor at any time during the initial or optional renewal terms of the contract, without the consent, guidance and approval of the Commonwealth. Any assignment hereunder entered into, subsequent to the execution of the contract with the prime vendor, must be annotated and approved by the Commonwealth. Any purported assignment without this consent shall be null and void.

2.21—Cancellation

The Cabinet shall have the right to terminate and cancel this agreement at any time upon thirty (30) days written notice served on the contractor by registered or certified mail outlining the reasons for the cancellation.

2.22—Termination of Contracts

A contract may be terminated for default by the vendor, for the convenience of the Commonwealth, or for lack of appropriation in accordance with 200 KAR 5:312.

2.23—Advertising Award

0800002563	Document Phase Final	Document Description Boone/Kenton Truck Rest Havens Custodial Contract	Page 24 of 24
------------	--------------------------------	--	--------------------------------

The vendor shall not refer to the Award in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky.

2.24—EEO ACT

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The Contractor shall comply with all terms and conditions of the Act, if applicable.

2.25—Prevailing Wage

If the federal government or any of its agencies furnishes by loans or grants any part of the funds used in constructing public works, and if the federal government or its agencies prescribe predetermined prevailing minimum wages to be paid to mechanics, workmen and laborers employed in the construction of the public works, and if KRS 337.505 to 337.550 is also applicable, those wages in each classification which are higher shall prevail.

2.26—Kentucky Sales and Use Taxes

Sales of tangible personal property or services to the State of Kentucky and its agencies are not subject to state sales or use taxes.

2.27—Governing Law

This Master Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to it shall be brought in state or federal court in Franklin County, Kentucky.